

Solicitation Number: 05-0001-15
Technical Support Service for the Office of Naval Research
for Rapid Technology Transition

The statement of work, order information, proposal submission requirements, and evaluation information are set forth below. Proposals from holders of ONR Multiple Award Contracts (MATOC) for support services under CLIN 0001 – Technical, Programmatic and Engineering Support Services are due by 2:00 PM (local), 5 JAN 2005.

1.0 Background

The Rapid Technology Transition (RTT) Program Element (PE) has responsibilities which include:

1. Promoting the rapid insertion of technology from any source by matching Department of Navy program needs and business strategy with technology opportunities.
2. Finding and evaluating potentially disruptive technologies and alerting leadership to their prospects of providing game changing operational capabilities and/or reduced total ownership costs.
3. The development of deal packages that provide for transitioning a technology into a Program of Record and have, as a centerpiece, a Memorandum of Agreement (MOA) which is created among the Naval acquisition agent, the resource sponsor, and the DASN(RDT&E). The MOA identifies specific responsibilities and resources required to complete the transition. The RTT PE monitors the deal execution and subsequent transition to ensure that identified MOA goals are met.
4. Assisting other projects within this PE, as requested by the government, when the business model refined by the RTT deal process would benefit these programs.

Since 1999, the RTT program has completed 40+ deals. Some have improved warfighting capabilities, while others reduced total ownership cost. These transitions have spanned a wide variety of applications, from warheads to navigation to fiber optic networking.

For FY-05, it is anticipated that the contractor shall deliver completed deal packages to meet an expected resource level of \$15-20M of RTT Program funds [typically \$30-\$40M worth of ready deals are required to result in \$15-

\$20M of deals].

Additional information about the RTT program can be found at:
<http://www.onr.navy.mil/ctto/>

2.0 Statement of Work

2.1 Objective

Two deal selection periods per year are anticipated-approximately once every six months under this RTT program element support effort. Under this requirement, there should be at least \$5M of deals fully staffed and ready for selection at any time during the year starting 3 months after initiation of the contract.

2.2 Technical Tasks/Requirements

The tasks below are required for contractor support to the RTT program element in meeting the responsibilities listed above in Section 1.

1. The contractor shall develop and deliver to the RTT PE completed deal packages in a standard form and format that includes, at a minimum, a MOA that is completely staffed and signed, QUAD charts, and Due Diligence documentation (See Section 2.3). Subtasks include:
 - a) Identify DoN needs and possible technology solutions: The contractor shall gather knowledge of the Navy and USMC technology needs and shall attain a comprehensive understanding of technologies that might be of value in addressing those needs from all relevant sources— public or private, domestic or foreign.
 - b) Identify constraints and restraints to a successful transition
 - c) Conduct due diligence and prepare a Due Diligence Summary to accompany each deal package. Due diligence discusses technology alternatives, technical and business risks associated with the deal, as well as steps taken to mitigate that risk, if appropriate. Due Diligence activities at a minimum shall include documented subject matter expert reviews (and the formation of necessary expertise for the assessment from gov't sources), Red Team activities, non-disclosures where necessary, socialization within the community for competing ideas, and relevant literature review.

- d) Conduct a business case analysis, including a discounted cash flow analysis, for projects that expect to result in cost avoidance. Note that the business case does not necessarily have to be based on cost avoidance. It can be based on program risk reduction, schedule acceleration, improving system performance, reducing acquisition costs, required manpower, and other factors.
 - e) Create and coordinate the definitization of the MOA among all the pertinent parties in support of the government program office. These will typically include Senior or Flag Level leaders in the Naval requirements, resource sponsors, fleet and acquisition community, and DASN(RDT&E).
 - f) The contractor, in support of the government program office, shall ensure that the completed deal packages are fully staffed and "socialized" through the chains of command of all signatories with particular emphasis on the requiring organization and the resource sponsors. The contractor shall submit the deal packages to the government program manager, who will forward to the ERG for selection process.
 - g) The contractor shall develop and assemble finalized and signed paper and electronic deal packages in support of an executive review group (ERG) and/or similar process in support of deal selection.
- 2. The Contractor shall monitor the transition execution of approved and funded deals to ensure identified goals are met. On a quarterly basis, the Contractor shall prepare and deliver a status report to the government program manager that tracks the technical and transition performance of previously funded deals. This monitoring will include status on the previously executed deals by the RTT PE and all future new deals.
 - 3. The contractor shall prepare all graphics and documents in support of the Deal process. The Contractor shall occasionally prepare briefing materials to be used by the government program manager, other government personnel, or the contractor's staff at a variety of technical meetings and symposia.
 - 4. The contractor shall participate in a minimum of four non-local events in support of RTT PE activities, lasting one to two days, with appropriate staffing for the subject matter. In addition, the contractor shall attend/ participate in other program advocacy, program review,

and technology transfer events as appropriate and requested by the government program manager.

5. The contractor shall conduct studies, arrange meetings, prepare background and position papers, and perform other coordination and facilitation related tasks as assigned by the government program manager.
6. The contractor shall perform program management support/quality control duties. These include:
 - a) The contractor shall provide adequate program management to ensure that all tasks are performed in a timely manner by the contractor personnel. The Contractor shall maintain quality control surveillance to ensure that all documentation is prepared in the same consistent manner and in government program manager prescribed format, and that it is of sufficient quality to be presented to the ERG.
 - b) The contractor's Program Manager shall meet with the government program manager, or representative, on a monthly basis to review all contractor activity and discuss future plans. Meetings will be more frequent as the deal packages reach maturity in the cycle.
 - c) The contractor shall maintain a database of all potential/active "deals" and review that database during a weekly staff meeting. At the government program manager's direction, a weekly situation report via e-mail may be substituted for the weekly meeting.
7. Upon direction from the Government program manager, the contractor shall support similar activities for other Department of Navy and Department of Defense technology activities.

2.3 Reports Data and Other Deliverables

2.3.1. All documents and products described below shall be provided in a RTT PE prescribed format:

(a) Deal Packages in support of executive review group (ERG) Meetings: The contractor shall develop and assemble finalized and signed paper and electronic deal packages in support of an ERG and/or similar process in support of deal selection. The Deal Packages will typically include the following:

i. Memorandum of Agreement (MOA): This will be a signed document signifying agreement among all the pertinent parties. These will typically include Senior or Flag Level leaders in the Naval acquisition community (PEO/SYSCOM) or the fleet, they will also include resource sponsors, and technology developers. As a minimum, the MOA shall identify and explain the following:

- Deal Summary
- Operational Need
- Proposed Solution
- Business Case
- Risks
- Transition Requirements
- Funding Commitments

ii. Tasks, schedules, deliverables, and Programmatic off-ramps. As a minimum, the MOA will identify and explain the following:

- Operational Need
- Proposed Solution
- Business Case
- Risks
- Transition Requirements
- Funding Commitments including PE numbers and R-2 descriptions
- Tasks, schedules, deliverables, and off-ramps

iii. Due Diligence Letter: This letter will discuss technology alternatives, technical and business risks associated with the MOA, as well as steps taken to mitigate that risk, if appropriate.

iv. Discounted Cash Flow Analysis: If the business case is based on projected cost avoidance, it must include a discounted cash flow analysis. (The business case does not necessarily have to be based on cost avoidance. It can be based on program risk reduction, schedule acceleration, improving system performance, reducing acquisition costs, and other factors.)

v. Quad Chart Summary

vi. Briefing Record: This record will list the people and organizations briefed on the proposed deal and will indicate their concurrence or objections/comments.

(b) Report on Previous Deal results: The Contractor will monitor the transition execution of approved and funded MOAs to ensure identified goals

are met. On an annual basis he will prepare a status report that tracks the technical and transition performance of all previously funded MOAs. As a minimum, the report on each project shall include the following:

- Funding History
- Objective
- Executing Office
- Latest POC
- Status

(c) Close-out Reports: The contractor will prepare a final report on each project when it is closed out.

(d) Presentations and Graphics: The Contractor will prepare all graphics and documents in support of the MOA process, and other activities that the program office engages in during program execution. The Contractor will also occasionally prepare briefing materials to be used by the program office, other government personnel, or the contractor's staff at a variety of technical meetings and symposia.

(e) Progress Briefings and Reports: The contractor's Program Manager will meet with the government Program Element manager, or the designated government representative, on a weekly basis to review all contractor activity and to discuss future plans. At the government's option, a weekly situation report via e-mail may be substituted for the weekly meeting.

3.0 Personnel Requirements

3.1 Personnel Qualifications

The Contractor shall provide qualified personnel to manage and execute all aspects of the statement of work. The following skill sets are anticipated to support the tasks:

3.1.1 All personnel must be thoroughly familiar and proficient in the use of commercial software packages such as Microsoft Word, Project, Excel and PowerPoint.

3.1.2 PROGRAM MANAGER: For this position, the following qualifications are expected: A Bachelors degree (Graduate degree preferred) from an accredited university and eight years of management experience in a related discipline; Ability to develop and execute complex technical tasks, to apply analytical problem solving methodologies, to

provide technical direction to support staff, to interface with Government and prime contractor personnel, and to effectively allocate resources.

3.1.3 AGREEMENT BROKER: For this position, the following qualifications are expected: Bachelor's degree in a related discipline from an accredited college or university with five years of experience; Documented experience in and working knowledge of the government defense programs and the DON structure, as well as knowledge of industry.

3.1.4 OTHER: As determined by the Offeror. All personnel should be capable and hold appropriate qualifications to perform the duties proposed under the statement of work.

3.2 Level of Effort

3.2.1 The level of effort has been estimated for the proposed contract. Both a 10-month base period and three 12-month option periods have been defined.

3.2.2 Base Period: The base period of performance will be 10 months from the date of the Order award. The level of effort anticipated for this period is approximately 3.4 man-years at an average rate of approximately 679 hours per month. A summary of the labor categories and the total anticipated annual hours for this effort is provided below.

Labor Category	Hours Per Year
Program Manager	338
Deal Brokers	4,050
Other (As Determined by the Offeror. Could include graphics, due diligence expertise, admin, etc)	2,400
Total Base Year Estimate	6,788

NOTE: 2,000 hours is equivalent to one (1) man-year

3.2.3 Option Periods: The period of performance for each of the three option periods will be 12-months. The level of effort anticipated for this period is approximately 4.5 man-years at an average rate of approximately 750 hours per month. A summary of the labor categories and the total anticipated annual hours for this effort is provided below.

Labor Category	Hours Per Year
Program Manager	450

Deal Brokers	5,400
Other (graphics, due diligence expertise, admin, etc)	3,150
Total Base Year Estimate	9,000

NOTE: 2,000 hours is equivalent to one (1) man-year

3.2.4 The above labor categories and hours are provided as the Government's best estimate of the work to be performed. The offeror may propose the same level of effort (hours and labor categories) or a different level of effort based on its own labor classification system and unique approach to satisfy the Government's requirement. While the Government will consider an alternate level of effort, it is the Government's preference to maximize the estimated labor hours devoted to the direct performance of the technical tasks. To the extent that the level of effort proposed is different than the Government's estimate, the offeror's technical proposal should clearly specify the hours and labor categories proposed for each task in the statement of work.

4.0 Order Details

4.1 Contract Type: The Navy anticipates awarding a cost plus fixed fee level of effort task order.

4.2 Period of Performance: Base period of 10-months from time of award with four 12-month options (Total potential period of performance of 46 months).

4.3 Other Direct Costs (ODCs)

ODCs (including travel, supplies, etc.) will be reimbursed at cost plus G&A without profit or fee. Purchases of items (other than consumable materials or supplies) exceeding \$2,500 and all travel must be approved in advance by the Contracting Officer's Representative (COR). The total Travel/ODC amount is not to exceed (NTE) \$25,000 per year.

This NTE amount should be proposed and included as part of the cost total (without profit or fee) in every proposal submitted under this solicitation.

4.3.1 Travel and Per Diem - Travel will be required to support this Statement of Work. In accordance with the contract requirements, direct costs associated with the Contractor's travel, including per diem, shall not exceed the applicable rates found in the Joint Travel Regulations (JTR). All travel arrangements under the Contractor's responsibility include: clearance

requests, hotel accommodations, travel orders, and visa/passport requirements, unless otherwise stated by the Government sponsor.

4.3.2 Other Direct Costs (Other than Travel and Per Diem) - ODCs may be required to fully support this task requirement. At this time, the specific items cannot be identified; however, the ODC and Travel cost total cannot exceed the NTE amount stated in Section 4.3.

4.4 Place of Performance: Work will normally be performed at the Contractor's facilities.

4.5 Government Furnished Resources (GFR): The Government will provide information, material and forms unique to the Government for supporting the task. The Government furnished resources necessary to perform the statement of work should be identified and requested through the designated Contracting Officer's Representative (COR).

4.5.1 Facilities, Supplies and Services: The facilities required to perform the tasks outlined in the Statement of Work will be at the Contractor's place of business. If work is to be performed on-site at ONR, basic facilities such as work space and its associated operating requirements (i.e., phones, desks, and utilities) will be provided while working in Government facilities. The availability of any required computer resources while working in Government facilities should be verified in advance with the designated Contracting Officer's Representative (COR).

4.5.2 Information: All Government unique information related to this requirement necessary for Contractor performance will be made available to the Contractor. The Contracting Officer's Representative (COR) will be the point of contact for identification of any required information to be supplied by the Government.

4.5.3 Documentation: All existing documentation relevant to this task's accomplishment will be made available to the Contractor at the beginning of the task. The Contractor will be required to prepare documentation in accordance with defined guidelines provided by the Government.

4.5.4 Equipment: With the exception to the basic facility items noted Subsection 4.5.1, and in accordance with the general guidance in FAR Part 45.102, Contractors are required to furnish all property necessary to perform on Government contracts or orders. PC's should not be proposed as a direct charge under this solicitation. For security purposes, computers may be required to be authorized and approved for use by ONR.

Contractors may be required to obtain one or more Navy Marine Corps Intranet (NMCI) seats to perform the Task Order statement of work. ONR currently plans to formally transition to NMCI on or about 1 OCT 2005. During the performance of the Order, if either party (Government or Contractor) identifies a requirement for the Contractor to obtain an NMCI seat to perform its duties, ONR officials will work with the Contractor to obtain an NMCI seat in a timely manner and, if necessary, will pursue a mutually satisfactory agreement in regards to any formal modifications or changes to the scope, structure or dollar values of the Order as a result of the emerging NMCI requirements. General information regarding NMCI can be obtained at: <http://www.nmci-eds.com/index.asp>.

4.6 Subcontracts/Consultants: Contractor may request or propose, on a case-by-case basis, subcontract/consultant support for specific technical tasks.

4.7 Security Requirements:

a) Clearance Requirements. No classified information or requirements is anticipated. The Contractor is required to safeguard the information labeled as proprietary.

b) Privacy Act. All Contractor personnel assigned to this task will have access to information that may be subject to the Privacy Act of 1974. The Contractor is required to ensure the proper safeguarding of such information to prevent unauthorized release.

c) Nondisclosure Agreement. In the course of its work, the selected Contractor will be required to execute a Nondisclosure Agreements (NDAs) as outlined in Section 5.2.1 of this solicitation.

4.8 Organizational Conflict of Interest

4.8.1 Safeguarding Information

The parties acknowledge that, during performance of the contract resulting from this Order solicitation, the Contractor may require access to certain proprietary and confidential information (whether in its original or derived form) submitted to or produced by the Government. Such information includes, but is not limited to, business practices, proposals, designs, mission or operation concepts, sketches, management policies, cost and operating expense, technical data and trade secrets, proposed Navy budgetary information, and acquisition planning or acquisition actions,

obtained either directly or indirectly as a result of the effort performed on behalf of ONR. The Contractor shall take appropriate steps not only to safeguard such information, but also to prevent disclosure of such information to any party other than the Government. The Contractor agrees to indoctrinate company personnel who will have access to or custody of the information concerning the nature of the confidential terms under which the Government received such information and shall stress that the information shall not be disclosed to any other party or to Contractor personnel who do not need to know the contents thereof for the performance of the contract. Contractor personnel shall also be informed that they shall not engage in any other action, venture, or employment wherein this information will be used for any purpose by any other party.

4.8.2 Organizational Restrictions

Support contractor's knowledge of competition sensitive information, described in paragraph (a) above, may unfairly affect its competitive position in future ONR research solicitations. The Contractor understands that, during performance of the contract resulting from this Order solicitation and for a period of up to two years after the completion of its performance of the contract, the Contractor, any affiliate of the Contractor, any joint venture involving the Contractor, any entity into or with which the Contractor may merge or affiliate, or any other successor or assign of the Contractor may not be eligible to participate as a prime Contractor, subcontractor, consultant, joint venture, partner, or other agreements directly impacted by the memorandums of agreement executing the rapid technology transition program.

5.0 Proposal Requirements

5.1 Proposal Format: The Offeror's proposal must be divided into two sections: (1) Technical Proposal, and (2) Cost Proposal. The length of the technical proposal shall not exceed ten (10) pages, exclusive of resumes. There are no page limits on the number of resumes or the pages of the cost proposal. The proposal should be written and organized to be compatible with the Statement of Work, company's organization and accounting structure, and proposed cost.

(a) Technical Proposal: The technical proposal should include the following: The Offeror's understanding of and approach to the requirement, resumes of proposed personnel, and the amount of proposed hours for personnel. The Offeror should describe specifically how the work activities required to complete the tasks in the statement of work will be done. The Offeror should explain how technical objectives, tasks and deadlines will be

determined; how staff responsibilities will be assigned; whether and to what degree consultants and/or subcontractors will be utilized; how the quality and timeliness of work performance will be supervised and controlled; how the Offeror will coordinate with the program office; how a surge capacity will be maintained to meet unanticipated requirements; and how administrative tasks such as travel, security and resource requests will be handled.

The Offeror should include information relative to previous efforts for the same or similar services provided in the past to include contract numbers and Government points of contact where applicable.

The Offeror should explain what corporate facilities are available and would be used in support of the work including computer resources, publication/media materials and equipment where appropriate. The proposal should acknowledge that the Contractor will provide the appropriate IT/telecommunications equipment for the proposed personnel for this task order.

(b) Cost Proposal: The contractor should provide a summary cost proposal for the total effort (including base and option periods), as well as a cost proposal for each of the base and option periods. The Contractor should submit a cost proposal indicating the price per labor hour (to include cost and profit) for the quantities and types of labor proposed. The Contractor should break out the proposed direct labor categories, rates and hours, labor escalation rates, indirect rates (Fringe Benefits, on and off-site Overhead, G&A, Facilities Cost of Money, etc), any consultants/subcontracts, and the indirect rate, if any, to be applied to Travel/ODCs.

If available and applicable, the Contractor should also provide in its cost proposal its Defense Contract Audit Agency (DCAA) point of contact, including the Branch Office name, auditor name, phone number and e-mail address.

5.2 Other Required Documents: Offerors should be aware that, upon receiving an award, the following additional documentation will be required:

5.2.1 Non-Disclosure Agreement. Each employee of the successful Offeror will be required to sign a Non-Disclosure Agreement (NDA) prior to commencing work under this Order. The supervisor/manager of the proposed personnel will also be required to sign the NDA on behalf of the Contractor. Attachment A to this solicitation includes the current NDA that should be used, unless otherwise instructed by the Government.

5.3 Proposal Submission: The due date for submission of proposals for this solicitation is 2:00 PM (local time) on 5 JAN 2005. Proposals must be sent by regular mail or hand delivered. Provide for the original and two copies (3 complete proposals) to arrive by the above deadline at the following address:

Office of Naval Research
Attention: Keith Strohman or Mark Chadwick
800 North Quincy Street, Code 253
Arlington, VA 22217-5660
Ref: MATOC Solicitation 05-0001-15

6.0 Evaluation Information

6.1 Evaluation Criteria: A Task Order will be awarded to the responsible offeror whose offer represents the best value to the Government. In order to determine which offeror represents the best overall value, offers for individual task orders will be evaluated on the following Technical and Price/Cost Factors:

Technical Factors

- (1) Proposed personnel
- (2) Past performance on earlier tasks under this and similar contracts
- (3) Management Plan and Technical Approach
- (4) Corporate Facilities

Price/Cost Factors

- (5) Cost

The Government will make a determination of the overall value of each proposal in terms of its potential to best satisfy the needs of the Government, considering both Technical and Cost Factors.

The Offeror's technical capability (as measured by the Technical Factors) is significantly more important than the Cost Factor. In regards to the stated Technical Factors, Technical Factor 1 is of the greatest weight; Technical Factors 2 through 3 are equally weighted. Technical Factor 4 is of less value than all other Technical Factors.

Although Cost is significantly less important than all of the Technical Factors combined, it will not be ignored. The degree of its importance will increase with the degree of equality of the Task Order proposals in relation to the

other factors on which selection is to be based, or when the Cost is so significantly high as to diminish the value of the technical superiority to the Government.

In evaluating past performance on individual orders, the procedural requirements in FAR 42.15 are not mandatory. Past performance will be based on the Government's subjective evaluation of the Contractor's performance with previous orders, if any, under this contract and similar contracts.

6.2. Award: The Government will award a task order to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost and other factors considered. The anticipated award and start date of this order is on or before 1 FEB 2005.

7.0 Submission of Questions: Any questions regarding this solicitation must be provided in writing to the Point of Contact listed below. Acceptable forms of written question submission include fax and e-mail. Questions submitted less than 72 hours prior to the closing date for proposals may not be answered and the due date for submission of proposals may not be extended.

8.0 Solicitation Amendments: Any amendments to this solicitation will be posted along with the solicitation on the ONR website. It is the Offeror's responsibility to regularly check for the posting of MATOC solicitations/amendments on the ONR website.

9.0 Point of Contact: The Point of Contact for this solicitation is Keith Strohman, ONR 253, (703) 696-3475, strohmk@onr.navy.mil

**Non-Disclosure Agreement Regarding Contractor Support
for the Office of Naval Research**

The undersigned individual, _____,
agrees,

both in his personal capacity and as an employee of

as follows:

BACKGROUND

1. The mission of the Office of Naval Research is to plan, foster, and encourage scientific research and technology development in recognition of their paramount importance in the maintenance of future naval power and the preservation of national security. ONR provides for the continuing technological superiority of U.S. naval forces, by providing the Department of the Navy (DoN) with mission-relevant, affordable new capabilities that create and exploit scientific breakthroughs, respond to fleet requirements, and support strategic U.S. industries. ONR requires contractor technical services and research support in order to meet these requirements. The services/support that may be provided to ONR by contractor personnel include but are not limited to the following:

- i. Assist ONR personnel in overall technical program management support on matters and issues consistent with ONR sponsored development projects, including assisting in the evaluation of white papers, proposals, program/project planning, investment reviews, technology assessments, data analyses, conference and seminar activities, and financial issues.

- ii. Provide support in the financial execution of ONR programs. Monitor availability and use of funds. Review financial documents and plans for impact on program objectives and requirements. Prepare internal financial notices, instructions, guidelines and reports. Conduct analyses and provide reports that identify, quantify and evaluate financial execution of accounts and accomplishment of program goals and milestones. Coordinate preparation and review of actual and projected funding estimates, justifications and strategies. Identify deficiencies, excesses, trends and imbalances to assure funds availability. Work with program personnel to expedite financial execution and ensure programmatic benchmarks are met.

- iii. Draft analyses, presentations, notes, assessments, testimonies, speeches, and other materials on various technical/management topics, as requested, for use by ONR personnel with other internal ONR departments and externally with the Navy staff, Department of Defense, other federal and state agencies and the U.S. Congress.

- iv. Provide assistance in the areas of information technology to include database design and maintenance, software development, graphics and reproduction, and other allowable materials and services.

v. Provide administrative and management support in the execution of ONR programs to include the preparation of official documents and files for execution by Government employees.

vi. Provide support on technical, programmatic and operational matters pertaining to the diverse array of technologies investigated and supported by ONR.

2. The undersigned individual is serving as contractor support for ONR. As such, he has and will continue to come into contact with proprietary technical and commercial information. He likewise will have access to sensitive internal information developed by or on behalf of the Government in connection with the accomplishment of ONR's mission.

AGREEMENT

1. The undersigned individual agrees that he will not disclose to any individual, company, or Government Representative¹ any information² relating to current or proposed Navy budgetary information, acquisition planning or acquisition actions, obtained either directly or indirectly as a result of the effort performed on behalf of ONR. The undersigned individual agrees that he will promptly notify the ONR Office of Counsel of any attempt by an individual (including any contractor personnel), company or Government Representative to gain unauthorized access to such information, and of any disclosure of such information to unauthorized parties. Such notification shall include the name and organization, if available, of the individual, company or Government Representative seeking access to such information.
2. The undersigned and his employer acknowledge that the owner of any proprietary information improperly disclosed stands as an intended third-party beneficiary of this non-disclosure agreement. In the event of an unauthorized disclosure of proprietary information, the owner of the information may seek legal recovery under this non-disclosure agreement, even though the information owner is not a formal party to the agreement.

FOR THESE REASONS the undersigned individual agrees on his own behalf, and his employer likewise concurs, to protect, respect and not disclose the proprietary information and Government mission- and procurement-sensitive information that may come to their attention as part of the contract assistance provided to ONR.

¹ Government Representative is defined as any Government employee, either military or civilian, not assigned to the activity or program office for which the effort is being performed.

² This information includes, but is not limited to, contractor proposals, proprietary data and commercial information, reports and other information in the Government's possession, including information contained in contracts/grants/agreements and associated records and files

Employee Signature

Printed Name

Date

Concurrence by the employer:

Supervisor/Manager Signature

Printed Name

Date
